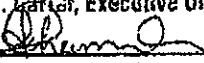


1 DONALD KARPEL (SBN NO.61678)
2 ZELLER AND KARPEL
3 16633 VENTURA BLVD. SUITE 735
4 ENCINO, CA 91346
5 310-273-8444 (TEL.)
6 323-720-8852 (FAX.)

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Superior Court of California
County of Los Angeles

JUN 10 2016

Sherri R. Carter, Executive Office/Clerk
By:  Deputy
Ishayla Chambers

ATTORNEYS FOR GARY LEFKOWITZ

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNT OF LOS ANGELES-CENTRAL DISTRICT

12 BC 623352

13 GARY LEFKOWITZ,) Case No:
14 PLAINTIFF,)
15 VS.) COMPLAINT
16 LESLIE WESTREICH, CITI) Breach of Contract
17 MANHATTAN PARTNERS I A) Breach of Fiduciary Duty
18 CALIFORNIA LIMITED PARTNERSHIP;) Fraud
19 CITI MANHATTAN PARTNERS II A) Unfair Competition
20 CALIFORNIA LIMITED PARTNERSHIP;) Jury Trial Demanded.
21 CITI FRONTIERS PARTNERS A)
22 CALIFORNIA LIMITED PARTNERSHIP;)
23 CITI SOUTH A CALIFORNIA LIMITED)
24 PARTNERSHIP, CITI EQUITY FUND A)
25 CALIFORNIA LIMITED)
PARTNERSHIP; CITI USA PARTNERS A)
CALIFORNIA LIMITED PARTNERSHIP;
AND DOES 1-20,

26 DEFENDANTS

27 GARY LEFKOWITZ V. LESLIE WESTREICH
28 COMPLAINT

1 Plaintiff Alleges:

2 1) Gary Lefkowitz (referred to herein as Gary Lefkowitz
3 or Lefkowitz) is a resident of the State of California, County
4 of Los Angeles.

5 2) That Leslie Westreich (referred to herein as Leslie
6 Westreich or Westrich) is a resident of the State of New York.
7 However, the matters asserted herein all occurred in the State
8 of California. The documents evidencing this transaction require
9 that any litigation dealing with the partnership interests and
10 money due thereon is to be commenced in the Los Angeles Superior
11 Court, Central District.

12 3) That the matters alleged herein occurred in the County
13 of Los Angeles, State of California.

14 4) That the contracts alleged herein all were entered into
15 in the County of Los Angeles, State of California.

16 5) That Gary Lefkowitz hired Leslie Westreich as his
17 attorney in 1986 regarding the purchase and operation of the
18 beneficial interests in Columbus Manor Apartments, Westwood
19 House Apartments, Townhouse West Apartments, Highbridge House
20 Apartments.

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28 GARY LEFKOWITZ V. LESLIE WESTREICH
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1 6) That in connection with Westreich being hired as
2 Lefkowitz's attorney, Westreich obtained confidential
3 information, trade secrets and information relating to the
4 relationship which was and is protected by the Attorney Client
5 Priviledge.

7 7) That Westreich represented Lefkowitz in securities
8 closings, on the properties Manhattan and other properties.
9

10 8) That Westreich represented Lefkowitz in the Transfer of
11 Physical Assets with the Department of Housing and Urban
12 Development.

13 9) That Westreich represented Lefkowitz in the financing of
14 the investor notes on each of the partnerships which notes were
15 financed by First Women's Bank which was represented by Robinson
16 Silverman, Pearce, Aronsohn and Berman, LLP.
17

18 10) That from 1984 through 1994 Westreich represented
19 Lefkowitz in connection with payments issues and disputes with
20 the sellers of the equitable interest that were purchased by
21 Lefkowitz from the sellers of the properties.
22

24 11) That Citi Manhattan Partners I, A California Limited
25 Partnership was formed by Lefkowitz in 1986. The entity number
26 with the Secretary of State is 19862800018 and it was formed on
27

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1 October 7, 1986. The entity is still active with the State of
2 California. Gary Lefkowitz remains the agent for service of
3 process. The Citi Manhattan Partners I limited partnership
4 raised \$3,801,600 from 64 investors. Citi Manhattan Partners I,
5 Limited Partnership purchased an equitable interest in and to
6 the Columbus Manor Apartments located at 70 West 93rd Street in
7 New York City, comprising 202 Apartments. That from inception of
8 the Partnership to today, Lefkowitz remains the only General
9 Partner of this partnership that has an equity interest in the
10 partnership.

13 12) That Citi Manhattan Partners II, A California Limited
14 Partnership was formed by Lefkowitz in 1986. The entity number
15 with the Secretary of state is 19862800017 and it was formed on
16 October 7, 1986. The entity is active with the State of
17 California Secretary of State. Lefkowitz remains the Agent for
18 Service of Process. The Citi Manhattan II Limited Partnership
19 purchased an equitable ownership interest in the Westwood House
20 Apartments located at 50 West 93rd Street in New York City and
21 comprising 154 apartment units. Citi Manhattan Partners, II
22 raised \$2,475,000 from 50 investors. That from inception of the
23 Partnership to today, Lefkowitz remains the only General Partner

28 GARY LEFKOWITZ V. LESLIE WESTREICH
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1 of this partnership that has an equity interest in the
2 partnership.

3 13) That Citi Manhattan Partners, III a California Limited
4 Partnership was formed by Lefkowitz in 1986. That Citi Manhattan
5 Partners III has an entity number with the California Secretary
6 of State of 19862800020 and was formed on October 7, 1986. The
7 entity is active in the State of California. Lefkowitz remains
8 the Agent for Service of process. That Citi Manhattan Partners
9 III, purchased an equitable interest in the Townhouse House West
10 Apartments located at 5 West 91st Street in New York city and
11 comprising 47 apartments. That Citi Manhattan Partners III
12 raised \$920,500 from 33 investors. That from inception of the
13 Partnership to today, Lefkowitz remains the only General Partner
14 of this partnership that has an equity interest in the
15 partnership.

16 14) That Citi Frontiers Partners, a California Limited
17 Partnership was formed by Lefkowitz in 1986. That Citi Frontiers
18 Partners raised \$1,202,500 from 33 investors. Citi Frontiers
19 purchased an equitable interest in and to the Highbridge House
20 apartments located at 1131-33 Ogden Avenue in New York City and
21 comprising 400 apartments. That from inception of the
22 Partnership to today, Lefkowitz remains the only General Partner

23 GARY LEFKOWITZ V. LESLIE WESTREICH
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1 of this partnership that has an equity interest in the
2 partnership.

3 15) That Citi South Partners, a California Limited
4 Partnership was formed by Lefkowitz in 1986. Citi South Partners
5 raised \$125,000 from 3 investors. Citi South Partners purchased
6 an equitable interest in and to the Highbridge House Apartments
7 located at 1131-33 Ogden Avenue in New York City and comprising
8 400 apartments. That from inception of the Partnership to today,
9 Lefkowitz remains the only General Partner of this partnership
10 that has an equity interest in the partnership.

11 16) That Citi USA Partners was formed by Lefkowitz in the
12 State of California in 1986. That Citi USA Partners was formed
13 on October 7, 1986 by Lefkowitz under California Secretary of
14 State number 19862810005. That Citi USA Partners is active in
15 the State of California and Lefkowitz is the registered agent
16 for service of process of Citi USA Partners. Citi USA raised
17 \$1,612,500 from 37.5 investors. Citi USA Partners purchased an
18 equitable interest in and to the Highbridge House Apartments
19 located at 1131-33 Ogden Avenue, in New York City. That from
20 inception of the Partnership to today, Lefkowitz remains the
21 only General Partner of this partnership that has an equity
22 interest in the partnership.

23 GARY LEFKOWITZ V. LESLIE WESTREICH
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17) That Citi Equity Fund, a California Limited Partnership was formed by Lefkowitz in 1986 and raised \$3,750,000 from 75 investors. That Citi Equity Fund has an entity number of 19860920007 with the California Secretary of State, and was formed on March 31, 1986. Citi Equity Fund is active with the State of California. Lefkowitz remains the Agent for Service of process at the Citi Equity Fund. That Citi Equity Fund purchased an equitable interest in the Columbus Manor Apartments, in the Westwood House Apartments, in the Townhouse West apartments and in the Highbridge House apartments. That from inception of the Partnership to today, Lefkowitz remains the only General Partner of this partnership that has an equity interest in the partnership.

17 18) That Citi New York Partners I, a California Limited
18 Partnership was formed by Lefkowitz in 1986. That the Citi New
19 York Partners, I, has an entity number of 19862800030 with the
20 California Secretary of States office and is active in the State
21 of California. Lefkowitz remains the Agent for Service of
22 Process on this Limited Partnership. That Citi New York I
23 partners raised 473,668 from 9.666 investors. That from
24 inception of the Partnership to today, Lefkowitz remains the

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1 only General Partner of this partnership that has an equity
2 interest in the partnership.

3 19) That Westreich as Lefkowitz' attorney formed a
4 corporation called TMR, Inc. for Lefkowitz to act as the General
5 Partner in the lower tier Limited Partnerships. TMR, Inc. was
6 formed in the State of New York, and did business in New York
7 but had as its home base and corporate head quarters in Los
8 Angeles, County. Since inception Gary Lefkowitz has been the
9 sole shareholder in TMR, and has been its sole officer and
10 director. TMR assigned all of its ownership interest in and to
11 the General Partnership interest to Gary Lekowitz. Since the
12 date of inception of TMR, it held legal title to these General
13 Partnership interests for the benefit of Lefkowitz who at all
14 times has been the equitable owner of the General Partnership
15 interests in the Lower Tier Limited Partnerships. That Citi
16 Equity Group, a California Corporation owned a non economic
17 interest in the lower tier partnerships and the actual ownership
18 interest lies in TMR which is still owned by Lefkowitz.

23 20) That in 1984 Lefkowitz formed Citi Equity Group, a
24 California Corporation (hereinafter CEG)

26 21) That CEG was formed to act as a corporate General
27 Partner in Limited Partnerships that would be formed by Gary
28

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1 Lefkowitz, to purchase, build, syndicate, and operate real
2 estate, primarily apartments buildings in the United States. At
3 all times CEG was headquartered in Los Angeles County.
4

5 22) From 1984 to the present, Lefkowitz served as the
6 General Partner in over 270 Limited Partnerships.

7 23) That the various lower tier partners in which TMR held
8 its interest as a General Partner in the lower tier Limited
9 Partnership Agreements provide that TMR held a 3% interest as a
10 general partner in all items of income, loss, deduction or
11 credit. That Lefkowitz was given a 100% interest in the 3% and
12 this was reflected in annual tax returns with no other portion
13 of the 3% interest being held by anyone. That Lefkowitz held a
14 25% interest in all sale or refinancing proceeds in the event of
15 a sale of the real estate or a sale of the equitable interest in
16 and to the real estate owned beneficially by each Limited
17 Partnership.
18

19 24) That the Limited Partnership agreements for Citi
20 Manhattan I, Citi Manhattan II, Citi Manhattan III, and Citi New
21 York Partners provide that Lefkowitz is entitled to 1% of all
22 items of income, loss deduction or credit until the limited
23 partners receive the return of their invested Capital (not
24 including interest on the investor notes), defined as a priority
25 GARY LEFKOWITZ V. LESLIE WESTREICH
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27
28

1 return, and thereafter that Lefkowitz was entitled to 25% of
2 each item of income, loss, deduction or credit, including all
3 proceeds from the sale or refinancing of the property or the
4 ownership interest in the property.
5

6 25) That the Limited Partnership Agreements for Citi South
7 and Citi Frontiers Partners provides that Lefkowitz is entitled
8 to 1.5% of all items of income, loss, deduction, or credit until
9 the partners received a return of 100% of their invested capital
10 (not including interest on the investor notes), defined as a
11 priority return, and thereafter that Lefkowitz is entitled to a
12 25% return of all items of income, loss deduction or credit,
13 including proceeds from the sale or refinancing o the property
14 or the ownership interest in the property.
15
16

17 26) That the Limited Partnership Agreements for Citi Equity
18 Fund provides that Lefkowitz is entitled to a 5% interest in all
19 items of income, loss, deduction or credit, until the limited
20 partners received the return of 100% of their invested capital
21 (not including interest on their investor notes), defined as a
22 priority return, and then Lefkowitz was entitled to 25% of all
23 items of income, loss, deduction or credit, including proceeds
24 from the sale or refinancing of the properties or the ownership
25 interest in and to the properties.
26
27

28 GARY LEFKOWITZ V. LESLIE WESTREICH
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10

1 27) That each of the Limited Partnership Agreements for
2 each of the Limited Partnerships (Citi Manhattan Partners I,
3 Citi Manhattan Partners II, Citi Manhattan Partners III, Citi
4 South Partners, Citi Frontiers Partners, Citi New York Partners,
5 and Citi Equity Fund provides that in the event of the removal
6 of Gary Lefkowitz as a General Partner, that the removed General
7 Partner shall retain his interest in the partnership profits,
8 income, losses, deductions and credits as though he remained a
9 General Partner. Lefkowitz has never been removed as the General
10 Partner of these partnerships and TMR has never been removed as
11 the only equity owner of the General Partnership interests at
12 the lower tier Partnerships.

13 28) That in or about 1996, Westreich purchased the interest
14 in each of the properties owned by Citi Equity Group, Inc and
15 held title the properties in the name of Affordable Housing
16 General Partnership, LLC. The Citi Equity Group interest held no
17 title or equity in the real estate, but merely held a 0%
18 interest in the partnerships. Westreich utilized information
19 obtained through Lefkowitz as Lefkowitz's attorney and in breach
20 of his fiduciary duty to Lefkowitz to purchase the Citi Equity
21 Group, interest. That Westreich used the confidential
22 information disclosed to him by Lefkowitz to purchase one other
23

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1 real estate properties in which Lefkowitz held an interest as
2 well, Stevenson Towers Housing Co, Inc and of Meadow Manor Inc.
3 Westreich now claims to be the chief executive officer of
4 Columbus Manor Inc, Highbridge House, Inc., Westwood House, Inc.
5 and Columbus Manor Inc, and of Meadow Manor Inc.
6

7 29) That Westreich was hired by Lefkowitz to purchase the
8 deed of trust on the Manhattan properties owned by a company
9 called Coby, Inc. associated with Integrated Resources. That
10 Westreich used this information to purchase the deed of trust on
11 the properties for 8 cents on the dollar, in or about 1996-1997.
12

13 30) That when Westreich purchased the Coby debt, Coby and
14 Affordable Housing General Partners, LLC agreed to leave the
15 limited partners in the partnership with an interest sufficient
16 to cover their basis so that no Limited Partner would have the
17 tax termination of the Partnership or recapture of their
18 interest by the IRS in to the Limited Partnership. That
19 Westreich and his co-conspirator Baruch Singer threatened the
20 Limited Partners that if they did not agree to their proposal
21 that Westreich, Singer and Affordable Housing General Partner
22 and Coby, Inc. would cause the limited partners to be subject to
23 tax recapture and tax liabilities in excess of \$40,000,000. That
24 Baruch Singer was well aware that Westreich represented
25
26
27

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1 Lefkowitz and that the information they were utilizing came from
2 the representations made by Lefkowitz to Westreich. That
3 Westreich suggested to Lefkowitz that Lefkowitz hire Michell
4 Green at Robinson Borg to assist with the negotiations and with
5 approaching Coby, Inc. That Westreich did this and benefited
6 from Lefkowitz information and fees paid to Michell Green at
7 Robinson Borg.

9
10 31) That Lefkowitz never consented to any reduction of his
11 interest in the upper tier General Partner interest held by
12 Lefkowitz or as to his ownership interest in the 100% interest
13 in each of the lower tier partnerships owned by TMR. Lefkowitz
14 never agreed or to any reduction of his General Partner
15 interest.

17 32) That Westreich represented to Lefkowitz that this
18 agreement dealt with the limited partners, that the agreement
19 would have no effect on Lefkowitz interest in each of the
20 Limited Partnerships. With Westreich using confidential and
21 attorney client information, and having formed Affordable
22 Housing General Partners, Westreich and Affordable Housing
23 General Partners owed a duty to the Limited Partnership not to
24 purchase debt owed the partnership, except to only earn the
25 actual return on the money invested, but no priority return on

26
27 GARY LEFKOWITZ V. LESLIE WESTREICH
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1 the purchase. The conduct of Westreich and the persons acting in
2 concert with him violates the rule laid down in BT-I v.
3 Equitable Life Assurance Society (1999) 75 Cal.App.4th 1406,
4 which forbids general partners to use other entities to take
5 advantage of the Limited Partners or of the General Partners.

6
7 33) That a reasonable person in Lefkowitz shows would not
8 have known that the representations of Westreich were false.
9

10
11 34) That in or about 1993 and in 1994 Westreich asked
12 Lefkowitz to place \$500,000 with Westreich for Westreich to hold
13 for Lefkowitz. That Westreich has paid to Lefkowitz \$500 per
14 month from June of 1996 to July of 2014 as pro rata payments.
15 That the amount now owned with legal interest is well in excess
16 of \$2,000,000 according to proof at trial.

17
18 35) That the agreement was for Lefkowitz to hold 75% of the
19 interests in the partnerships and for Westreich to hold a 25%
20 interest in each of the partnerships. By virtue of the fact that
21 Westreich is now attempting to hold 100% of the interests in the
22 partnerships and is using confidential attorney client
23 information and confidential information to thwart Lefkowitz
24 valid demands, he should be entitled to nothing on the limited
25 partnerships.

26
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1 36) That the agreement between Lefkowitz and Westreich was
2 that Westreich would be entitled to one quarter of the
3 management fees and that the 75% was to be held by Lefkowitz.
4 The agreement was for the fees to be held by Westreich for
5 Lefkowitz and invested by Westreich for Lefkowitz. That
6 Westreich never paid Lefkowitz the amount of money held by him
7 for Lefkowitz after demand in 2015.

8
9 37) That the pattern of Westrich deceiving investors began
10 in 1998 when Sini Partners Invested \$800,000 in Sini
11 Asscoiates, LTC which was formed to be a General Partner in
12 Henry Street Associates. Henry Street Associates owned a parcel
13 of land in New York City. The \$800,000 was to be used along with
14 a mortgage to purchase the Henry Street property. The purpose of
15 the partnership was to purchase the Henry Street Property which
16 was an apartment building and to convert the apartment building
17 into cooperative apartments or condominium apartments.

18
19 38) That the offering materials and scheme were developed
20 by Leslie Westreich who prepared the offering materials for
21 Henry Street.

22
23 39) That the offering materials developed by Westreich
24 stated that Westreich would guarantee up to \$500,000 of the Sini
25 Limited Partners investment.

26 GARY LEFKOWITZ V. LESLIE WESTREICH
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1 40) That the offering materials were sent through the mails
2 and by the wires to the Sini Limited Partners in or about 1988
3 by Westreich. That these representations were not true when made
4 by Westreich. That Westreich did not disclose that he lacked any
5 ability to perform on the \$500,000 guarantee. That Westreich
6 fails to inform Sini that the mortgage to be placed on the Henry
7 Street property was to be a secret profit to Westreich all to
8 the detriment of the Sini Limited Partners. That Westreich
9 thereafter caused Henry Street to file a Bankruptcy Action in
10 the Southern District of New York.

13 41) That in or about April of 1990 an action was filed :
14 against Westreich claiming that he had committed a violation of.
15 the anti fraud provisions of the United States Securities laws
16 and particularly a violation of Section 19(a) and Rule 10b-5 of
17 the Federal Securities laws in connection with Westreich's
18 involvement and non-disclosure of the true facts relating to a
19 loan made by Granulation Technologies, Inc. and bearing civil
20 case no. 88-3316 in the United States District Court for the
21 District of New Jersey.

24 42) That in or about 1988 Jane Holzer and Lenny Holzer and
25 East Side Development Corp and HS Realty filed a civil action
26 against Leslie Westreich and Baruch Singer relating to \$500,000

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1 invested by Jane and Lenny Holzer and East Side Development Corp
2 and HS Realty Corp. The suit alleged that a \$1,300,000 phony
3 mortgage was placed on the property by Westreich and Singer
4 which was not disclosed to Jane Holzer, Lenny Holzer, East Side
5 Development and HS Realty Corp and HS Realty Corp. She suit
6 alleged that \$500,000 had been deposited into the Westreich's
7 attorney client trust account and dissipated by Westreich for
8 his own needs rather than for the clients as agreed upon.
9

10 43) That in or about 1990 Westreich transferred all of his
11 ownership interest in and to the cooperative apartment located
12 at 210 W. 90th St. Apt. 3B, to his wife Shira Westreich. That
13 this transfer of the cooperative apartment was made for
14 inadequate consideration and with the intent to defraud
15 investors. That the subject of this apartment was and is the
16 primary residence of Leslie Westreich and his then wife Shira
17 Westreich at the time.
18

19 44) That in or about July of 1991, that Westreich filed a
20 chapter 11 Bankruptcy in the Southern District of New York.
21

22 45) That on or about May 17, 1991 that Westreich borrowed
23 \$212,000 from Morgan Guarantee Trust and thereafter transferred
24 said funds to a secret numbered account at the Liechtensteinish
25 Landesbank in Vadus, Liechenstein bearing account number 17344.
26

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1 46) That this account number 17344 was in the name of Ian
2 Markofsky who was at the time a client of Westreich, a partner
3 of Westreich in business transactions and a close personal
4 friend of Westreich who lived at 219 W. 90th St. in New York. By
5 participating with Westreich in this fraud, and deceipt,
6 Westreich and Markofsky formed a criminal conspiracy.
7

8 47) That on January 24, 1992 a meeting of creditors and an
9 examination of Westreich occurred. At this hearing and
10 examination of Westreich he stated he had no bank accounts
11 abroad within 2 years of the date of his bankruptcy petition.
12

13 48) That in the Westreich Bankruptcy Petitions, filed with
14 the Federal Bankruptcy Courts, under penalty of perjury,
15 Westreich declared he had not transferred any property to any
16 insiders within one year of the bankruptcy and had not made any
17 voidable preferences or transfer's within 90 days of the
18 Bankruptcy. These representations were false when made.
19

20 49) That the transfer account 17344 was not disclosed by
21 Westreich in the Bankruptcy Petition, or in the Bankruptcy
22 Schedules or in the post petition discovery proceedings in which
23 Westreich was a party.
24

25
26
27
28 GARY LEFKOWITZ V. LESLIE WESTREICH
 COMPLAINT

1 50) That Westreich's co-conspirator, Ian Markofsky on or
2 about January 14, 1992 filed a chapter 7 bankruptcy in his name
3 in the Southern District of New York. This Bankruptcy was filed
4 approximately 7 months after the receipt by Markofsky of the
5 \$212,000 from Westreich on or about May 17, 1991. That Markofsky
6 did not disclose the secret bank account in his name at the
7 Liechtensteinisch Landesbank in Vaduz Liechtenstein into which
8 Westreich had transferred the \$212,000.
9

10 51) That in or about 1992 a criminal complaint was filed in
11 Liechtenstein against Westreich at the request of Morgan
12 Guarantee Trust.

13 52) That the Westreich Bankruptcy case was converted from
14 one under Chapter 11 to one under Chapter 7 on or about July 30,
15 1993.

16 54) That in or about 1994, Westreich was the subject of a
17 complaint filed by the New York State Bar Association wherein
18 the State of New York sought to discipline Westreich for fraud
19 and for conflict of interest along with failure to make truthful
20 disclosures to clients in a conspiracy to defraud clients along
21 with Westreich's brother. Westreich's brother ended doing prison
22 time.

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24 COMPLAINT

25 19

1 55) That in or about 1994 Westreich was disbarred by the
2 New York Bar Association and thereby prohibited from practicing
3 law in the State or Federal Courts in New York.
4

5 56) That these facts were as set forth in paragraphs 37 to
6 paragraph 55 were material and were not disclosed to Lefkowitz
7 prior to Lefkowitz depositing and entrusting Westreich with
8 \$500,000 in or about 1993-1994 which was to be held by Westreich
9 in trust for Lefkowitz.
10

11 57) That had Lefkowitz known of these facts he would not,
12 have deposited and entrusted Westreich with the \$500,000.
13

14 58) That in or about 2006, Westreich with the consent of
15 Lefkowitz sold the Citi Manhattan I building, the Citi Manhattan
16 II building and the Citi Manhattan III building for a price
17 represented by Westreich to be in excess of \$135,000,000.
18 Lefkowitz has learned that the amount actually paid was well in
19 excess of that amount, and will seek leave of court to reflect
20 the actual amount gained by the sale of the properties.
21

22 59) That at or after the time of the sale, Westreich began
23 to invest in numerous real estate projects, each time
24 representing to Lefkowitz that Lefkowitz owned 75% and that
25

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20

1 Westreich owned 25%. Westreich bought Lefkowitz legal books and
2 supported Lefkowitz as he made money for Lefkowitz.
3

4 60) That Westreich formed Coby Group, LLC, Coby Housing
5 Group, Coby Realty Corp, The Copy Group, LLC, Coby LP, Coby Grand
6 Concourse LLC, 1777 Grand Concourse, Suncor Communications
7 Group, Portofino Biscayne II, LLC, Coburn Delaware Trust, KND
8 Equity LLC, Nile MM, Gold Seal LLC, Concord Building Services,
9 Inc., Pershing Fertilizer and Nutrients LLC, Portofino Biscayne
10 I LLC, Portofino Biscayne III LLC, Sea Gold LLC, Portofino
11 Biscayne LLC, Vitalis Health Minerals, LLC, The Coby Group, LLC
12 of Florida, Woodhaven Realty Corp a Pennsylvania Corporation,
13 Kelzyme Mining Partners, Kelsyme Partners, Coby Kelzyme
14 Partners, LLC. With funds from the \$135,000,000 in sales
15 proceeds belonging to Lefkowitz as to 75%.

16 61) That in or about 2014, Leslie Westreich took some
17 \$10,000,000 from the sale of the Manhattan properties and
18 invested in the Kelzyme Mine located in Mill City Nevada. The
19 Kelzyme Mine is a seabed of coral calcium that is enriched with
20 56+ Minerals. The coral calcium has been lying beneath the
21 Nevada desert for over 200 million years. It was not until the
22 last 40 years that Kelzyme was discovered by Milton Chrisensen.
23 Leslie Westreich now claims that his interests in the mine at the
24

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1 Kelzyme mine is worth over \$2,000,000,000. This property was
2 bought with Lefkowitz monies.
3

4 62) That since the sale of the Manhattan properties
5 Westreich and his son Adam and his ex wife Shira have invested
6 in over 100 or more real estate transactions with funds coming
7 from the sale of the Manhattan properties. Westreich brags that
8 he uses his son Adam Westreich to invest, as Westreich's
9 disbarment and other bad acts have hampered his ability to do
10 deals or close deals and he used his son Adam Westreich close
11 the deals. That Westreich proudly states that his company does
12 well over \$520,000,000 to a billion dollars of sales a year with
13 funds from the sale of the Manhattan properties.
14
15

16 BREACH OF CONTRACT
17

18 63) Lefkowitz realleged paragraphs 1-62 as though fully set
19 forth herin.
20

21 64) That Lefkowitz and Westreich had a contract for the
22 holding and safe keeping of the \$500,000 from 1993-1994 to
23 present.
24

25 65) That Lefkowitz and Westreich had an agreement with
26 respect to the confidential and attorney client information
27 given to Westreich.
28

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66) That Lefkowitz and Westreich had an agreement share the management fees from managing the real estate.

67) That Westreich breached the contract in May to June of 2015 by not paying over to Lefkowitz the \$500,000 plus accrued interest.

68) That Westreich breached the contract by not giving to Lefkowitz his 75% of the mangagement fees.

69) That Westreich breached his contract with Lefkowitz by not giving to him his 75% interest in the proceeds of the sale of the Manhattan properties and all that was made by Westreich on investing the sums to the amount of over \$2,000,000,000.

Breach of Fiduciary Duty

70) That Lefkowitz realleges paragraphs 1-62 as though fully set forth herein.

71) That there was a fiduciary duty between Lefkowitz and Westreich.

72) That Westreich breached that duty.

73) That damages in excess of \$2,000,000,000 are due to Lefkowitz.

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23

74) That Lefkowitz is entitled to punitive damages as awarded by the court.

Fraud

75) Lefkowitz realleges paragraphs 1-62 as though fully set forth herein.

76) That Westreich made the promises to Lefkowitz without the intention to perform them.

77) That Lefkowitz only learned of Westreich's intention,
not to support his agreements between May and June of 2015.

78) That Lefkowitz has been damaged in the amount of over \$2,000,000,000 for the fraud.

16 79) That Lefkowitz is entitled to punitive damages by the
17 court for Westreich's fraud.

Unfair Competition

80) That Lefkowitz realleges paragraphs 1-62 as though fully
set forth herein.

23 81) That by Westreich's conduct as alleged herein he has
24 violated the provisions of California Business and Professions
25 Code section 17200.

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1 82) That Westreich's conduct was of unfair competition,
2 practices that are unlawful and practices that were unfair and
3 fraudulent.
4

5 83) That Lefkowitz is entitled to damages for the breach of
6 this section in an amount in excess of \$2,000,000,000.
7

8 84) That Lefkowitz is entitled to punitive damages as
9 determined by the court.
10

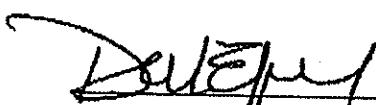
11 That Lefkowitz is entitled as follows:
12

13 1) For damages in excess \$2,000,000,000 as to each cause of
14 action.
15

16 2) For punitive damages as awarded by the court as to all
17 but the Breach of Contract action.
18

19 3) For such other relief as is proper.
20

Dated: July 10, 2016
21

22 
23 Donald Karpel, Attorney
24 Attorney for Gary Lefkowitz
25

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27 COMPLAINT
28